

MILITARY AVIATION MISSION

Agreement signed at Washington January 13, 1944

Entered into force January 13, 1944

Extended by agreement of December 23, 1947 and January 30, 1948¹

Expired January 13, 1950

58 Stat. 1225; Executive Agreement Series 398

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA

In conformity with the request of the Government of the Republic of Venezuela to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute a Military Aviation Mission to the Republic of Venezuela under the conditions specified below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Minister of War and Marine of the Republic of Venezuela and with the personnel of the Venezuelan Army with a view to enhancing the efficiency of the Venezuelan Army.

ARTICLE 2. This Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of the Republic of Venezuela, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two years of service, in which case another member shall be furnished to replace him.

ARTICLE 3. If the Government of the Republic of Venezuela should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of

¹ Not printed.

the period of four years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the Republic of Venezuela at any time during a period when either Government is involved in domestic or foreign hostilities.

TITLE II

Composition and Personnel

ARTICLE 6. This Mission shall consist of such personnel of the United States Army Air Corps as may be agreed upon by the Minister of War and Marine of the Republic of Venezuela through its authorized representative in Washington and by the War Department of the United States of America.

TITLE III

Duties, Rank and Precedence

ARTICLE 7. The personnel of the Mission shall perform such duties as may be agreed upon between the Minister of War and Marine of the Republic of Venezuela and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Minister of War and Marine of the Republic of Venezuela, through the Chief of the Mission.

ARTICLE 9. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army Air Corps and shall wear the uniform of his rank in the United States Army Air Corps but shall have precedence over all Venezuelan officers of the same rank.

ARTICLE 10. Each member of the Mission shall be entitled to all benefits and privileges which the Regulations of the Venezuelan Army provide for Venezuelan officers and subordinate personnel of corresponding rank.

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army Air Corps.

TITLE IV

Compensation and Perquisites

ARTICLE 12. Members of the Mission shall receive from the Government of the Republic of Venezuela such net annual compensation as may be agreed

upon between the Government of the United States of America and the Government of the Republic of Venezuela for each member. This compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of Venezuela or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Ministry of War and Marine of the Republic of Venezuela in order to comply with the provision of this Article that the compensation agreed upon shall be net.

ARTICLE 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return voyage to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 14. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from the Republic of Venezuela, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

ARTICLE 15. Each member of the Mission and his family shall be furnished by the Government of the Republic of Venezuela with first-class accommodations for travel, via the shortest usually traveled route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in the Republic of Venezuela, both for the outward and for the return voyage. The Government of the Republic of Venezuela shall also pay all expenses of shipment of household effects, baggage and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in the Republic of Venezuela as well as all expenses incidental to the transportation of such household effects, baggage and automobile from the Republic of Venezuela to the port of entry in the United States of America. Transportation of such household effects, baggage and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement, or when such shipments are necessitated by circumstances beyond their control. Payment of expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join the Mission for temporary duty at the request of the Minister of War and Marine of the Republic of Venezuela, shall not be required under this Agreement, but shall be determined by negotiations

between the War Department of the United States of America and the authorized representative of the Minister of War and Marine of the Republic of Venezuela in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 16. The Government of the Republic of Venezuela shall annually establish a fund not to exceed 25 percent of the aggregate of the annual salaries of the members of the Mission to cover the cost of customs duties for articles imported for the personal use of the members of the Mission and their families. Expenditures from this fund shall be made only on the approval of the Chief of Mission.

ARTICLE 17. If the services of any member of the Mission should be terminated by action of the Government of the United States of America or because of breaches of discipline that have been committed, before the completion of two years of service, the Government of the Republic of Venezuela shall not be obligated to pay the cost of the return to the United States of America of such member, his family, household effects, baggage and automobile.

ARTICLE 18. Compensation for transportation and traveling expenses in the Republic of Venezuela on official business of the Government of the Republic of Venezuela shall be provided by the Government of the Republic of Venezuela in accordance with the provisions of Article 10.

ARTICLE 19. The Government of the Republic of Venezuela shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation with chauffeur, and when necessary an airplane properly equipped, shall on call be made available by the Government of the Republic of Venezuela for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 20. The Government of the Republic of Venezuela shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 21. If any member of the Mission, or any of his family, should die in the Republic of Venezuela, the Government of the Republic of Venezuela shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of the Republic of Venezuela shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects and automobile shall be provided as prescribed in Article 15. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Republic of Venezuela, shall be paid to the widow

of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the widow, or other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

TITLE V

Requisites and Conditions

ARTICLE 22. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Venezuela shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Venezuelan Army except by mutual agreement between the Government of the United States of America and the Government of the Republic of Venezuela.

ARTICLE 23. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 24. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 25. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 26. The leave specified in the preceding Article may be spent in the Republic of Venezuela, in the United States of America or in other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 27. The Government of the Republic of Venezuela agrees to grant the leave specified in Article 25 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of the Republic of Venezuela.

ARTICLE 28. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 29. The Government of the Republic of Venezuela shall provide for the members of the Mission free medical attention in the Venezuelan

military and naval hospitals, and it shall also establish annually a fund which shall not exceed twenty percent (20%) of the total amount of the annual salaries of the members of the Mission for their medical attention and that of their families when, with the approval of the Ministry of War and Navy, hospitals are utilized that are not military or naval hospitals of the Republic of Venezuela. If the member of the Mission who is hospitalized is an officer or a member of his family, the officer concerned shall pay for his subsistence, but if it is a member of the subordinate personnel the Government of the Republic of Venezuela shall pay for his subsistence. The Government of the Republic of Venezuela will not be responsible for charges for services of this character incurred outside of the Republic of Venezuela. The expenditures from this fund shall be made only at the request of the Chief of the Mission. The Government of the Republic of Venezuela shall not be responsible for indemnifications for professional risks.

ARTICLE 30. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Cordell Hull, Secretary of State of the United States of America, and Diógenes Escalante, Ambassador Extraordinary and Plenipotentiary of the Republic of Venezuela in Washington, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, in Washington, this thirteenth day of January, one thousand nine hundred forty-four.

CORDELL HULL [SEAL]
For the United States of America

DIÓGENES ESCALANTE [SEAL]
For the Republic of Venezuela